REQUEST
FOR
PROPOSALS

505-07-RR0002

Contract For
Program and Project Management Consultant Services – Competitive Negotiation for Non-Professional Services

There will be a Mandatory pre-proposal conference for this solicitation
June 27, 2007 at 1:00 p.m.

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points

Request for Proposals

RFP #:	**505-07-RR0002**
Issue Date:	**June 12, 2007**
Title:	**Contract for Program and Project Management Consultant Services – Competitive Negotiation for Non-Professional Services**
Commodity Code:	**918-12 Consulting Services**
Issuing Agency:	**Commonwealth of Virginia** **Department of Rail and Public Transportation** **1313 East Main Street, Suite 300** **Richmond, VA 23219**
Initial Period of Contract:	**Five years from date of award**
Proposals Will be received until:	**July 11, 2007** **5:00 p.m. (Close of Business)**
All Inquiries to:	**Eugene B. Coleman, Sr., Purchasing Manager** **Phone: (804) 786-6777 FAX: (804) 225-3664** **E-Mail: eugene.coleman@drpt.virginia.gov**

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	_____
Company Name	Date
_____	_____
Address	Signature in Ink
_____	_____
City, State, Zip	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax

* **A Mandatory Pre-Proposal Conference will be held on June 27, 2007 at 1:00 p.m.** in the State Corporation Building building located at **1300 E. Main Street, Richmond, 2nd Floor, Courtroom A**. See Section VIII for more information.

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.

REQUEST FOR PROPOSALS

Contract For Program and Project Management Consultant Services

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I. CONTRACT AMOUNT AND TERM

The contract term shall be for a period of five (5) years. The compensation of this contract is estimated to be approximately $18,750,000. This estimate does not include potential large projects as envisioned in function 13 of the Statement of Needs. The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation (DRPT), an Agency of the Commonwealth of Virginia, is issuing this Request for Proposals (RFP) to qualified single entities, or a team of firms offering as one single entity, for the purpose of establishing a contract through competitive negotiation for the purchase of Program and Project Management Consultant Services. It is the intent of DRPT to award to one qualified firm. The requested services contained within this RFP will be related to a wide range of transportation consulting services.

III. BACKGROUND

Enabling Legislation

On July 1, 1992, DRPT was established as an agency under the Secretary of Transportation "to do all acts necessary or convenient for establishing, maintaining, improving, and promoting public transportation, transportation demand management, ridesharing, and passenger and freight rail transportation in the Commonwealth.," (Section 33.1-391.3 of the Code of Virginia). DRPT operates under the guidance of the Commonwealth Transportation Board and has the authority to:

1. Accept and administer grants from the United States government and federal agencies, subject to applicable regulations;
2. Make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers;
3. Assist other appropriate entities, public or private, in the implementation and improvement of passenger and freight rail, transportation demand management, ridesharing and public transportation services, and the retention of rail corridors for public purposes;
4. Represent and promote the Commonwealth's interests in passenger and freight rail and public transportation; and
5. Acquire by any means whatsoever, lease, improve, and construct railway lines, passenger and freight rail and public transportation facilities, and passenger and freight rail and public transportation equipment determined to be for the good of the Commonwealth or a region of the Commonwealth, and to assist other entities in the implementation and improvement of passenger and freight rail and public transportation services and the retention of rail corridors for public purposes.

Background, continued

DRPT Activities

DRPT operates through three main areas of activity: rail, public transportation and commuter services. It provides service to 59 public transit entities, 50 human service providers, 12 railroads, 14 Metropolitan Planning Organizations and 15 commuter assistance organizations. In addition to managing 21 state and federal programs, DRPT has also taken on a significant role in developing large scale projects such as the Dulles Corridor Metrorail Project and higher speed passenger rail projects between Washington, DC and Richmond. DRPT plays a significant role in the VTRANS2025 multimodal planning effort, as well as numerous public transportation, commuter assistance, passenger rail, and freight rail studies underway in key transportation corridors across the Commonwealth. Following is a summary of DRPT's major programs.

Public Transportation Assistance

DRPT administers and manages state and federal grant programs, conducts performance evaluations, provides technical assistance and supports 59 public transit systems, 50 human service providers and 15 regional commuter assistance programs around the state. DRPT also conducts statewide, regional and key corridor planning and provides project development and project management services to transit operators, regional entities and local jurisdictions.

The state and federal grant programs administered and managed by DRPT include the following:

State

- Formula Assistance (Operating)
- Capital Assistance
- TDM/Commuter Assistance
- Demonstration Project Assistance
- Technical Assistance
- Intern Program
- Transportation Efficiency Improvement Fund
- Paratransit Assistance Program

Federal

- FTA Section 5303
- FTA Section 5304
- FTA Section 5307
- FTA Section 5310
- FTA Section 5311
- FTA Section 5313
- FTA Jobs Access and Reverse Commute Program
- FTA New Freedom Initiative
- Minimum Guarantee Funds
- Federal Statewide Surface Transportation Program

Background, continued

Dulles Corridor Metrorail Project

The Dulles Metrorail is a new 23-mile Metrorail line, extending service from the existing Orange Line at the East Falls Church station in Fairfax County, Virginia, to Route 772/Ryan Road in Loudoun County, Virginia. The corridor encompasses several activity centers, including Tysons Corner, Reston, Herndon and Washington Dulles International Airport, as well as the emerging activity center in eastern Loudoun County. The project is being built in two phases. Phase 1 will extend from the Orange Line through Tysons Corner to eastern Reston at Wiehle Avenue. Phase 2 will extend from Wiehle Avenue to Reston, Herndon, Dulles International Airport and eastern Loudoun County. The extension includes 11 new Metrorail stations, a new rail yard on Dulles Airport property and improvements to an existing rail yard at the West Falls Church Station.

DRPT anticipates that it will transfer the project management responsibilities for the project to the Metropolitan Washington Airports Authority (MWAA) upon receipt of approval by FTA to advance Phase 1 into Final Design. Preliminary Engineering work is continuing on Phase 2.

Rail Transportation Assistance

DRPT's Rail Division supports both passenger and freight rail in Virginia through funding and advocacy for rail improvements, industrial access and preservation projects. In 2005, the first source of dedicated funding for freight and passenger rail improvements in Virginia's history was established through the Rail Enhancement Fund. This Fund is complementary to DRPT's other rail funds: Rail Preservation and Rail Industrial Access.

Rail Enhancement Fund - Administered by DRPT, the fund was established for the purpose of acquiring, leasing, and/or improving railways or railroad equipment, rolling stock, rights-of-way or facilities, or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way or facilities, for freight and/or passenger rail transportation purposes whenever the Commonwealth Transportation Board shall have determined that such acquisition, lease, and/or improvement is for the common good of a region of the Commonwealth or the Commonwealth as a whole. Prior to recommending an allocation of the Fund to the Board, the Director of the DRPT shall consult with and obtain the advice and recommendations of the Rail Advisory Board established pursuant to §33.1-391.3:1. Since its inception in 2005, 13 projects have been funded with 11 advancing to development. The Rail Enhancement Fund revenues are approximately $25 million per year.

Background, continued

Shortline Railway Preservation and Development Fund - Administered by DRPT, the fund was established to assist in acquiring, leasing, and/or improving shortline railways and the development of railway transportation support facilities or assisting other appropriate entities to acquire, lease, or improve shortline railways and the development of railway transportation purposes whenever the Board shall have determined that such acquisition, lease, and/or improvement is for the common good of a region of the Commonwealth or the Commonwealth as a whole. Typically, 6 - 7 of the 10 shortlines in Virginia participate in this $3 million annual infrastructure maintenance program.

Fund for Construction of Industrial Access Railroad Tracks - Administered by DRPT, as the Railroad Industrial Access Program (RIA), funds are allocated by the Commonwealth Transportation Board (CTB) to defray the costs of rail facilities constructed to certain industrial commercial sites where rail freight service is or may be needed by new or substantially expanded industry and that financial assistance be provided to areas seeking to furnish rail freight trackage between the normal limits of existing or proposed common carrier railroad tracks and facilities and the actual site of existing or proposed commercial or industrial buildings or facilities. RIA projects typically number from 6-12 grants a year.

Passenger Rail Initiatives – Under the Virginia Transportation Act (VTA) of 2000, $65 million was appropriated to fund the advancement of passenger rail initiatives in the I-95 Rail Corridor from Washington, D.C. to Main Street Station in Richmond. DRPT and CSX have developed a six improvement projects to increase capacity in the corridor north of Richmond. Known as the "MOU" projects, three of these six MOU projects are complete with the others in various stages of planning and construction. The MOU projects are improvements to provide for four train slots for Virginia Railway Express commuter trains with one slot opportunity to extend to Richmond. One of these projects in the Richmond area seeks to improve operating speeds and the efficiency for passenger trains from Richmond's Main Street Station northward. VTA 2000 also appropriated $9.3 million for the advancement of the TransDominion Express (TDX) intercity passenger rail service proposed to operate from Washington, D.C. and Richmond to Bristol. Rail service on this alignment has not yet been initiated, but could advance as a pilot project in the future. DRPT is represented on the VRE Operations Board and remains active in the evaluation of rail corridors for the advancement of passenger rail services. These corridor evaluation activities include the Southeast High Speed Rail Corridor Tier II EIS being conducted by NCDOT and DRPT, the Richmond/Hampton Roads Passenger Rail Study, and the continued evaluation of the I-95 Rail Corridor from Washington, D.C. to Richmond.

DRPT is involved in the Statewide Multimodal Freight Study, the I-81 Freight Rail Corridor Study, the Virginia Freight Advisory Committee, AASHTO's Standing Committee on Rail Transportation, States for Passenger Rail, and the Heartland Corridor Roanoke Intermodal Facility Site Evaluation.

DRPT is responsible for the administrative support of the Rail Advisory Board (RAB) established under §33.1-391.3:1 of the *Code of Virginia*. The RAB meets quarterly.

Background, continued

Coordination Initiatives with the Virginia Department of Transportation

DRPT is coordinating with the Virginia Department of Transportation and the Multimodal Office on a number of projects and initiatives including:

VTrans Technical Committee – This committee provides direction for planning products undertaken by the Multimodal Office.

VTrans Update – Virginia's statewide multimodal transportation plan is due for an update. This initiative is led by the Multimodal Office with participation from each modal agency. Work on the update is likely to begin within the next year.

Transportation Accountability Committee – On October 10, 2006, the Governor signed Executive Order 37 (2006), which created the Transportation Accountability Commission. The Executive Order states that "…more remains to be done to ensure that Virginia has a transportation system that delivers the maximum value for the money paid by taxpayers, implements rigorous management standards, adheres to appropriate free market principles and promotes wise investments. We must ensure that all transportation dollars are spent wisely and that our transportation agencies are held accountable for their performance." The Commission will have the following responsibilities:

1. Reviewing Virginia's existing methods of promoting accountability and performance in transportation;
2. Identifying and recommending national best practices in accountability and performance for transportation;
3. Recommending quantifiable outcome measures for the major elements of the state's transportation program, including measures that incorporate effective land-use and transportation coordination; and
4. Recommending performance standards for state transportation executives and agencies.

The Commission presented an interim report to the Governor and the General Assembly on May 30, 2007, and will present a final report by October 1, 2007.

For the full text of Executive Order 37, log onto:
http://www.governor.virginia.gov/Initiatives/ExecutiveOrders/2006/EO_37.cfm

The Multimodal Office is staffing the TAC. DRPT serves on the full committee as well as the two subcommittees.

Performance Report – The Secretary is required to prepare an annual Performance Report on the entire transportation system. The 2006 Performance Report has been completed. Several performance measures are specified in HB3202. These and other measures will need to be collected and reported in the 2007 Performance Report, as well as measures recommended by the TAC.

Background, continued

Multimodal Planning Grants – The Multimodal Office has awarded $3.2 million in planning grants. Several grants are for transit or rail projects. DRPT will serve on the study team for some of the grants to provide technical assistance and oversight from the state level.

Budget & Staffing

Currently, DRPT has three office locations – the central office in Richmond with 38 full-time equivalents (FTE's); the Dulles Corridor Metrorail Project with 13 FTE's; and the Northern Virginia public transit office with 4 FTE's. The agency's total authorized Maximum Employment Level (MEL) is 55 FTE's, excluding contract positions. The FY 2008 agency budget is estimated at $650 million with forty percent of that total representing the Dulles Corridor Metrorail Project. DRPT is organized into four internal divisions – Director's Office, Transit and Congestion Management, Finance and Administration, and Rail Transportation. For more information about DRPT, log on to **http://www.drpt.virginia.gov/**.

DRPT's Strategic Review

In January 2007, the Department retained the services of a consultant firm to conduct a strategic review to support the development of the first business plan in the history of this agency that is almost 15 years old. This is very timely review given the significant changes that the Department has experienced since its inception. Specifically, when DRPT was first established in 1992, less than $75 million in formula driven grants were distributed. In 2008, we will be responsible for managing over $410 million (exclusive of the Dulles Corridor Metrorail Project) in state funds and over $2.3 billion over the course of the six year plan to support a diverse array of rail and transit programs.

The consultant review identified four major areas in need of improvement. These areas include:

- Organizational Structure
- Ability to Assess Needs
- Planning and Policy Development
- Accountability and Performance Evaluation

For the full text of the Early Action Report from the consultant review, log onto: http://www.drpt.virginia.gov/studies/default.aspx under Joint Studies and Reports.

IV. STATEMENT OF NEEDS

The Virginia Department of Rail and Public Transportation (DRPT) is seeking Program and Project Management Consultant (PPMC) services to support the administration and implementation of various programs and projects.

Objective: Provide DRPT with full-time consultant staff resources and support hours from a team of on-call experts. While DRPT estimates that 10-15 full-time positions will be needed, the Offeror should develop its own plan and recommendation for full-time and on-call support that will assist DRPT within the functions of:

1. Strategic Planning
2. Safety and Security
3. Report and Publication Development
4. Policy and Legislative Process Management and Analysis
5. Financial Program Management and Financial Planning
6. Transit and Congestion Management Program and Project Management
7. Transit and Congestion Management Planning
8. Transit and Congestion Management Technical Assistance
9. Freight And Passenger Rail Program and Project Management
10. Freight And Passenger Rail Planning
11. Freight and Passenger Rail Technical Assistance
12. State Rail Safety Oversight and Security
13. Special Projects Planning, Development, and Construction Management

Location: Consultant personnel will likely be located in Richmond and Fairfax, Virginia. As needs arise, consultants may also be needed in additional locations including Roanoke and Hampton Roads.

Scope of Work: The following describes the type of work for individual consultant positions and/or on-call support required at DRPT's Richmond office, Fairfax office or at other DRPT determined geographic areas in Virginia. The PPMC team will be working with multiple GPC and GEC consultant contracts under agreement with DRPT. Subject to DRPT approval, the PPMC team shall prepare a manual of working procedures and relationships within the teams, which will clearly establish lines of authority.

1. Strategic Planning

The consultant for this function will report to the Agency Director and coordinate with the DRPT executive team. Activities within this function may include but will not be limited to:

a. Assisting DRPT in assessing its organizational goals, roles and activities in relation to the Commonwealth's transportation needs.

b. Coordinating statewide, multimodal and corridor-specific planning activities across all DRPT Divisions and statewide transportation planning initiatives.

Statement of Needs, continued

c. Conducting and coordinating research on a wide range of transportation issues.

d. Coordinating the development of and updates to DRPT's Strategic Plan.

e. Assisting with the design, implementation and evaluation of Department-wide and Division performance goals and measures.

f. Other activities as directed by the Agency Director or his/her designee.

2. Safety and Security

The consultant for this function will report to the Agency Director and coordinate with the DRPT executive team. The consultant will provide safety and security consulting services to DRPT across all DRPT programs. This assistance will include, but will not be limited to:

a. Develop safety and security policies, procedures and plans covering DRPT's programs and statewide activities.

b. Support DRPT's security and emergency coordinator with the development and implementation of training programs for transit and rail operators, developing security and emergency evacuation plans and developing and conducting security exercises.

c. Support DRPT's security and emergency coordinator in conducting security audits and vulnerability assessments for transit and rail operators.

d. Support DRPT's security and emergency coordinator in monitoring federal safety and security legislation and policies and identifying funding opportunities.

e. Other activities as directed by the Agency Director or his/her designee.

3. Report and Publication Development

The consultant for this function will report to the Chief of Policy and Communications or his/her designee. Activities within this function may include:

a. Coordinate the production of DRPT agency-wide publications including, but not be limited to, publications such as the Annual Report and Quarterly Connection reports.

b. External Newsletter: Develop an external newsletter for DRPT customers and produce the newsletter once per month, including content development, copy writing, layout and publication.

Statement of Needs, continued

c. For DRPT Publications, ensure compliance with DRPT graphic standards, provide an intermediate level of review by the Chief of Policy and Communications or his/her designee after DRPT divisions have edited their draft publications, and provide for review and approval by the Agency Director.

d. Develop and maintain DRPT's communication materials and activities related to accountability and performance, including the agency Dashboard, annual transit performance report, triennial audit programs, Virginia Performs, and other performance reports, based on information provided by the reporting DRPT divisions.

e. Contribute to the development and execution of DRPT's internal communications strategy, including the functions listed below:

i. Intranet: Develop a clear communication strategy for the DRPT Intranet and manage content. Develops a new site map to organize content within a more user-friendly format, in coordination with DRPT's IT staff.

ii. Internal Relations and Events: Coordinate DRPT internal events and assist with communications issues including staff meetings, internal news bulletins, special employee events, and sensitive internal communication issues.

iii. Key Agency Contact Database: Manage a database of key agency contacts, including DRPT's customers and stakeholder groups. Review all DRPT presentations and public speaking materials and arrange dry run meetings prior to all external presentations or speaking engagements conducted by agency employees.

iv. Review all DRPT external publications for consistency with DRPT policy prior to publication.

f. Other activities, as determined by the Chief of Policy and Communications or his/her designee.

4. Policy and Legislative Process Management and Analysis

The consultant will report to the Chief of Policy and Communications or his/her designee. Activities within this function may include:

a. Legislative Analysis

i. Track federal and state legislation and federal, state, regional and local legislative issues that could impact DRPT, in coordination with the legislative tracking team, and develop recommendations for action as needed.

ii. Prepare agency responses to notices of proposed rule-making and other federal and state legislative or policy initiatives.

iii. Contribute to the development of local and regional communications strategies, and coordinate high-level communications with localities and local policy groups such as MPOs and PDCs.

iv. Develop DRPT materials required for the General Assembly and for other legislative purposes, in coordination with agency divisions.

b. Public Policy Analysis and Development

i. Monitor and coordinate DRPT's public policies, including items in the Administrative Code, develop the public involvement program across DRPT divisions and agency policies in specific areas of activity.

ii. Assist DRPT staff in developing DRPT positions on key issues that affect the agency's business, in coordination with the DRPT Executive Team and Agency Director, and ensure that DRPT's positions are communicated clearly across the agency.

c. External Policy Monitoring

i. Monitor DRPT's external communication of public policy and ensure external compliance with state and federal policies, including activities on the Town Hall website, public involvement requirements, the requirements for the publication of meeting minutes, etc.

ii. Monitor changes in external policies that could affect DRPT's business.

d. Other activities, as assigned by the Chief of Policy and Communications or his/her designee.

5. Program Management and Monitoring, Financial Program Management, and Financial Planning

Program Management and Monitoring

a. Assist in the development and oversight of the agency's internal personnel policies and procedures, consistent with the guidance provided to state agencies by the Department of Human Resource Management.

b. Assist with the oversight of the agency's records retention and management, asset management system, and on-call access to information from the National Transit Database.

c. Assist with interagency administrative planning.

d. Other activities, as determined by Chief Financial Officer or his/her designee.

Statement of Needs, continued

Financial Program Management: This consultant will report to the Chief Financial Officer or his/her designee. Activities within this function may include:

a. Assist DRPT staff in the management of the agency's grant programs, including, but not limited to:

i. Development of the annual budget;
ii. Programming required in the preparation of the Six Year Improvement Program;
iii. Programming in connection with the State Transportation Improvement Program;
iv. Programming in connection with Transportation Improvement Plans.

b. Assist in the development, execution and compliance monitoring of grant and contract agreements between DRPT and other parties.

c. Assist with the oversight of DRPT's financial audit and performance audit program, developing the triennial transit/TDM review program, managing the activities of the reviewers, and working with DRPT staff and grantees to resolve any problems identified in the course of these reviews.

d. Other activities, as determined by Chief Financial Officer or his/her designee.

Financial Planning: This consultant will report to the Chief Financial Officer or his/her designee. Activities within this function may include:

a. Prepare financial studies and reports in connection with a wide range of DRPT activities and programs. Examples of the types of financial studies that may be undertaken include:

i. Analyses of short-term, medium-term and long-term capital investment requirements for public transit, passenger rail and freight rail in the Commonwealth.
ii. Analyses of the public benefits associated with investments by the Commonwealth in public transit, transportation demand management, freight rail and passenger rail programs; and
iii. Analyze and develop financial plans for major capital projects.

b. Assist with interagency financial planning.

c. Other activities, as determined by Chief Financial Officer or his/her designee.

Statement of Needs, continued

6. Transit and Congestion Management Program and Project Management

The consultant will report to the Chief of Transit and Congestion Management or his/her designee. Activities within this function may include:

a. Coordinate the grant application process with all public transit and Transportation Demand Management grantees;

b. Monitoring and reporting on the status of all active public transit and Transit Demand Management grants, including the development of detailed management reports for use by DRPT staff and high-level reports for presentation to the Commonwealth Transportation Board and other policy makers;

c. Other activities, as assigned by Chief of Transit and Congestion Management, or his/her designee.

7. Transit And Congestion Management Planning

The consultant will report to the Chief of Transit and Congestion Management or his/her designee. Activities within this function may include:

a. Develop studies and reports on public transit and congestion management issues, as directed;

b. Represent DRPT at meetings with state agencies, public transit and transportation demand management grantees, Metropolitan Planning Organizations, and other organizations, advocating DRPT Public Transit and TDM positions and reporting back key issues and decisions as directed;

c. Participate in the planning and preparation of the Six Year Improvement Program, the State Transportation Improvement Program, and the Transportation Improvement Plan, along with other planning and capital programming documents.

d. Conduct and analyze appropriate research for program planning implementation and evaluation.

e. Other duties, as assigned by the Chief of Transit and Congestion Management, or his/her designee.

8. Transit and Congestion Management Technical Assistance

The consultant will report to the Chief of Transit and Congestion Management or his/her designee. Activities within this function may include:

a. Provide technical assistance to transit properties in the areas of transit operations, maintenance, finance and planning.

b. Represent DRPT and provide technical assistance as directed at meetings with state agencies, public transit and transportation demand management grantees and advocacy groups, Metropolitan Planning Organizations, and other organizations, as directed.

c. Conduct technical research, gather and compile technical data and develop reports and documents, as directed.

d. Provide specialized telework technical expertise to DRPT clients in the areas of real estate, IT and continuity of operations planning.

e. Provide training to public transit operators and transportation demand management grantees, as directed.

f. Other duties as designated by the Chief of Transit and Congestion Management or his/her designee.

9. Freight And Passenger Rail Program and Project Management

The consultant will report to the Chief of Rail Transportation or his/her designee. Activities within this function may include:

a. Coordinate the grant application process with all grantees and applicants under the Rail Enhancement Program, Rail Industrial Access and the Rail Preservation Program;

b. Monitoring and reporting on the status of all active rail program grants, including the development of detailed management reports for use by DRPT staff and high-level reports for presentation to the Commonwealth Transportation Board and other policy makers;

c. Other activities, as determined by the Chief of Rail Transportation or his/her designee.

10. Freight and Passenger Rail Planning

The consultant will report to the Chief of Rail Transportation or his/her designee. Activities within this function may include:

a. Develop studies and reports on freight and passenger rail issues, as directed;

b. Represent DRPT at meetings with state agencies, public transit and transportation demand management grantees, Metropolitan Planning Organizations, and other organizations, as directed;

c. Participate in the planning and preparation of the Six Year Improvement Program, the State Transportation Improvement Program, and the Transportation Improvement Plan, along with other planning and capital programming documents.

d. Other duties, as designated by the Chief of Rail Transportation or his designee.

11. Freight and Passenger Rail Technical Assistance

The consultant will report to the Chief of Rail Transportation or his/her designee. Activities within this function may include:

a. Provide technical assistance on passenger and freight rail related topics to rail properties, political subdivisions, the public and others as directed.

b. Represent DRPT and provide technical assistance as directed at meetings with state agencies, rail grantees and advocacy groups, Metropolitan Planning Organizations, and other organizations, as directed.

c. Conduct technical research, gather and compile technical data and develop reports and documents, as directed.

d. Other duties as designated by the Chief of Rail Transportation or his/her designee.

12. State Rail Safety Oversight and Security

This position will report to the Chief of Rail Transportation or his/her designee. Activities within this function may include:

a. Undertaking DRPT's rail safety oversight responsibilities in connection with WMATA's Tri-State Oversight Committee and the Norfolk Light Rail Transit system, in accordance with FTA requirements;

b. Coordinate DRPT's role in Operation Lifesaver.

Statement of Needs, continued

13. Special Projects Planning, Development, and Construction Management

The consultant will report to a DRPT Project Manager. Activities within this function may include:

Project Management Oversight

Develop a Project Management Oversight Program, similar to FTA's Project Management Oversight Consultant Program. Establish procedures, project tracking and reporting systems, project review schedules and all other necessary elements of a successful program including risk analysis. The program should be developed as a complementary program to FTA's and should not duplicate FTA's oversight efforts on a project that DRPT is also participating in. DRPT may also serve as the delivery agent for statewide transportation projects as part of our technical assistance requirements for our programs.

Special Projects Planning, Development, and Construction Management

a. Planning

b. Alternatives Analysis

Examples of current initiatives that could be included are the I-95 Rail Corridor development, I-81 freight rail study and corridor development, Southeast High Speed Rail Project, Richmond/Hampton Roads Passenger Rail Project and the TransDominion Express pilot study.

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until a Purchase Order is issued.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response - In order to be considered for selection, the Offeror must submit a complete sealed written response to this RFP. One (1) original and five (5) copies (so marked) of each proposal must be submitted to the DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by July 11, 2007 at 5:00 p.m. (Close of Business).

Commonwealth of Virginia
Department of Rail and Public Transportation
1313 East Main Street, Suite 300
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs. The successful Offeror will be required to submit a plan of implementation within 30 days of award.

2. Written Proposal Preparation

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by DRPT at its sole discretion.

B. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 150 pages one-sided**.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror's capabilities to provide the required services. The Offeror is required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet shall be completely filled out and signed as required.

Tab 1 **Understanding of Work and Plan for Providing Services** – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar engagements elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from the Department. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants on multiple purchase orders simultaneously.

Tab 2 **Experience and Qualifications** – The Offeror must describe the available consultant staffing that have the skills and qualifications to perform the various types of tasks described in the Statement of Needs. The key personnel to be assigned as full-time equivalents to DRPT to perform various tasks should be identified, as well as a pool of on-call consultant staffing. Provide the current location and proposed location of key personnel during contract performance. The Department recognizes that due to the long term nature of the agreement that will be issued as the result of this RFP, the Offeror may not be able to guarantee that all of the full-time equivalents identified in the proposal will be available for assignment from the current Offeror's workforce. In this case, the Offeror should demonstrate proven experience at human resource recruiting and retention in the works fields described in the Statement of Needs. For the proposed on-call support, the Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff purchase orders when needed. The Offeror shall provide all of the following information concerning its Company, sub-Consultants and personnel qualifications.

A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

B. A list of the key personnel including sub-consultants who would be assigned as full-time equivalents and as on-call support to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

C. A list of references for the company and each sub-consultant to include name, address, telephone number, project, and amount of project.

SPECIFIC PROPOSAL REQUIREMENTS, continued

Tab 3 **Virginia Department of Minority Business Enterprise (DMBE/SWAM) Participation** – The Offeror shall indicate the percentage of DMBE/SWAM participation and specify the types of work to be performed by DMBE/SWAM sub-Consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as **Attachment C.**

All DMBE/SWAM Offerors or sub-consultants must be certified with the Virginia Department of Minority Business Enterprise. If the DMBE/SWAM is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Minority Business Enterprise can be contacted at (804) 786-5560. The DMBE/SWAM goal for this contract is **25%**; if the DMBE/SWAM is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 4 **Contact Person** – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-Consultants involved in the proposal.

Tab 5 **Staffing and Pricing Plan** – Offerors shall identify all staff positions and hourly rates in the Price Schedule (**Attachment D**) for the thirteen (13) potential functions described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and applicable general overhead. Final pricing/rates will be addressed in the negotiation phase.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - A consultant team will be qualified and selected by DRPT's Selection Committee as a Program and Project Management Consultant (PPMC) for a wide range of transportation consulting services based on the following weighted criteria:

FOR SERVICES	POINT VALUE
1. Qualifications and experience of Offeror staff to be assigned to perform the services	60 points
2. Commitment to SWAM Utilization	20 points
3. Specific plans or methodology to be used to perform services	10 points
4. Price	10 points
Total Points	100 points

B. AWARD - Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. In the event there is a conflict between the contractor's proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the contractor at a place and time selected by DRPT for the purpose of reviewing the contractor's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The contractor's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

B. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- The contractor shall provide to DRPT, in a form as required by DRPT, documentation that the contractor has utilized SWAM businesses in accordance with the contractor's SWAM utilization plan (**Attachment C** of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- The contractor shall use **Attachment E** (Monthly DMBE/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

VIII. MANDATORY PRE-PROPOSAL CONFERENCE - There will be a mandatory pre-proposal conference for this RFP. On June 27, 2007 at 1:00 p.m**.** in the State Corporation Commission building located at 1300 E. Main Street, Richmond, 2nd Floor, Courtroom A. The purpose of this conference is to allow DRPT to more fully explain the statement of needs and to provide potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-6777 and the address is 1300 E. Main Street, Richmond, VA 23219. Firms are required to attend this pre-proposal conference in order to submit a response to this solicitation.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITONS - For a listing of the General Terms and Conditions, please see **Attachment A**.

X. SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see **Attachment B**.

XI. METHOD OF PAYMENT – Contractors shall invoice monthly within 10 days following the month of service delivery.

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Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at **www.dgs.state.va.us/dps** under "Manuals."

2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans with Disabilities Act* and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body *(Code of Virginia*, 2.2-4343.1E). In every contract over $10,000 the provisions in (A) and (B) below apply:

(A) During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(B) The contractor will include the provisions of (A) above in every sub-contract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

6. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the contractor conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

9. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO PRIME CONTRACTORS:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the contractor directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2-4363).

B. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:

   a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy DRPT that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to DRPT's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within thirty (30) days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Commonwealth of Virginia's Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

16. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.

17. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DRPT of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: $100,000.
3. Commercial General Liability: $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on Public Posting Board in the 1st Floor Conference Room of VDOT at 1201 East Broad Street and DRPT's website **www.drpt.virginia.gov** for a minimum of 10 days.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. NON-DISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. Eva Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order,

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Business: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Business: 1% capped at $1500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

23. SET-ASIDES: this solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women and minority owned businesses are also considered small businesses when they have received DMBE small business certification.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	June 12, 2007
Pre-Proposal Conference	June 27, 2007
Deadline for receipt of Proposals	July 11, 2007
Oral Presentations (if required)	Week of July 23, 2007
Negotiations	Week of July 30, 2007
Proposed Contract Award (Dependant upon timing of Oral presentations)	August 8, 2007

2. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Contractor must submit copies of appropriate licensure, certifications, and/or credentials upon award and as requested by DRPT.

3. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The agency, its authorized agents, and/or state or federal auditors shall have full access to and the right to examine any of said materials during said period. The Consultant shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Contract.

4. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature or advertising without prior written approval from DRPT.

5. CONFLICT OF INTEREST: If the firm that is awarded this PPMC contract has the opportunity to perform work on a DRPT project or program under the PPMC contract and another DRPT contract, the firm will be obligated to perform the work requested by DRPT under the PPMC contract as a matter of precedence. DRPT will determine in its sole discretion if a conflict of interest exists.

6. IMPLEMENTATION PLAN: Once the contract is awarded, the contractor shall be responsible for submitting an implementation plan, including staffing assignments, within 30 days of meeting with DRPT. The plan shall include all full time assignments plus other known special projects and shall be formalized into an annual work plan. A staffing plan for each subsequent year of the contract must be completed 30 days prior to the beginning of the state fiscal year. DRPT reserves the right to modify the annual work plan at any time. DRPT requires performance reviews at sixth month intervals during the contract period to evaluate vendor performance and provide feedback.

7. CLAIMS: The contractor shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further it is expressly understood that the contractor shall defend and hold harmless the Commonwealth of Virginia, the Department, its officers, agents, and employees from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the contractor, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

8. CANCELLATION OF CONTRACT: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, for convenience or cause upon 90 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. CONTRACTOR'S QUALIFICATIONS/RESPONSIBILITIES:

A. Contractor agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

B. The contractor shall assign a person as the contractor's Representative who will have the authority to execute this contract work. The person's name and phone number and an alternate representative's name and phone number shall be provided to DRPT in the Offeror's proposal.

10. DAMAGES: It is the contractor's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. SPECIAL DISCOUNTS: (A) During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.

12. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

13. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. Claims shall be submitted to the Agency Director who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO, Fiscal Division, who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

14. PROTEST OF AWARD: An offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Purchasing Division, 1313 East Main Street, Suite 300 Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices as detailed in Item 18 of Attachment A. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest the Agency Director will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the offeror institutes legal action as provided in the *Code of Virginia*.

15. ADDITIONAL INFORMATION: DRPT reserves the right to ask any offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

16. <u>PROTECTION OF PERSONS AND PROPERTY</u>:

A. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

B. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

D. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph 15, of the General Terms and Conditions.

17. SMALL BUSINESS SUBCONTRACTING PLAN: If the offeror on the contract is a DMBE-certified small business, the offeror shall indicate such in Section A of Attachment C. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the offeror is not a DMBE certified small business, the offeror is required to identify the portions of the contract the offeror plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment C. If the offeror is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.

18. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

19. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. ("intellectual property", includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.) Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the contractor intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The contractor warrants that no individual, other than regular employees and subcontractors of the contractor or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the contractor.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The contractor shall not patent any invention conceived in the course of performing this contract. The contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the contractor for which DRPT has fully paid the contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the contractor shall remain the property of the contractor. The contractor grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the contractor's provision of services hereunder, the contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the contractor and DRPT agrees that these products will remain the sole property of the third party.

The contractor shall grant DRPT license to use all software developed by the contractor under this contract in other applications within Virginia as DRPT sees fit. Should the contractor desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

20. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the standard of industry and to the complete satisfaction of DRPT.

A. Personnel used by the contractor for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

B. The contractor shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.

C. Sexual Harassment of any employee, DRPT or contractor, will not be tolerated and is to be reported immediately to the DRPT Representative.

All work to be conducted by the contractor in any facility shall be coordinated in advance with the DRPT Project Manager. The contractor shall coordinate his/her work efforts with (if applicable) other existing contractor/agency work efforts through the DRPT Project Manager. All contractor work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Project Manager.

21. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, offerors should submit along with their proposals, their policy of equal employment.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

22. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ 7/11/2007 5:00 p.m._____
Name of Offeror Due Date Time

_____ 505-07-RR0002 _____
Street or Box Number IFB No./RFP No.

_____
City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer **EUGENE B. COLEMAN, SR.**

The envelope should be addressed as directed on Page 1 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

23. PATENT RIGHTS: If any invention, improvement or discovery of the Consultant or any of its Sub consultants is conceived or first actually reduced to practice in the course of or under this Project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Consultant shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Consultant, his Sub consultants and the Department with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

24. **KEY PERSONNEL/SUBCONTRACTORS:** People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Consultant unless removed from work on the Contract with the consent of the purchasing agency. DRPT reserves the right to approve any personnel or subcontractors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the contractor when approval is not granted. DRPT will provide the contractor and/or subcontractors with copies of all written approvals.

25. PRICING SCHEDULE: The Offeror shall identify all staff positions and rates, for the thirteen (13) potential services under Statement of Needs, and shall indicate such in Attachment D to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.

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Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____
Preparer Name: _____ Date: _____

Instructions (Failure to complete and submit this form may result in your proposal not being considered.)

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**)?

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number:_____ Certification date:_____

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address **DMBE Certificate #**	**Status if Small Business is also: Women (W), Minority (M)**	**Contact Person, Telephone & Email**	**Type of Goods and/or Services**	**Planned Contract Involvement**	**Planned Annual Contract Dollar Expenditure Amount**
Totals $					

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment D

Price Schedule

Labor Category (Change/add categories as necessary)	Direct Average Hourly Rate	Overhead Rate	Profit	Total Fixed Rate

Travel Reimbursement
Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf

Note: Non-salary direct costs will be paid based on actual cost, documented with proper receipts, according to State Regulation.

Attachment D (cont'd)

Potential Labor Classification Descriptions

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them.

Principal Planner: Determines methods and solutions for complex engineering and planning problems and selects the most efficient and economical manner in meeting objectives.

Senior Planner: Completes a wide variety of engineering and planning assignments, applying specialized techniques and analyses with a discipline.

Planner: Performs conventional and moderately complex engineering and planning assignments applying a variety of engineering and planning analyses within a discipline.

Senior Financial Analyst: Under direction, performs a variety of financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for railway and transit operations. .

Senior CAD Designer: Reviews all CAD designs, drawings, and graphics to ensure adherence to established specifications and standards.

CAD Technician/Graphic Artist: Uses CAD workstation and/or other graphics software to prepare drawings, sketches, figures, and displays.

Accountant: Manages, audits, and maintains accurate financial records and prepares financial statements and tax reports.

Editor/Technical Writer: Responsible for editing all technical reports and documents prepared under this contract.

Public Outreach Coordinator: Plans, develops, and coordinates public outreach for project development, agency coordination, community, educational, and promotional activities.

Technician/Administrative Clerk: Performs a variety of routine and non-routine administrative, clerical, data collection, and report writing tasks specific to the assigned group.

The above descriptions are examples only. The Offeror is encouraged to develop their own positions with appropriate descriptions to satisfy the Statements of Needs as presented herein.

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Attachment E

MONTHLY DMBE/SWAM/CERTIFIED SUBCONTRACTOR REPORT

CONTRACTOR	SHEET OF	MONTH/ YEAR	DATE SUBMITTED
PROJECT NAME		CONTRACT NO.	

VENDOR NAME ADDRESS PHONE/ FAX NUMBER SWAM, DMBE/SWAM I.D.#, Tax I.D.#	Small Business	Woman Business	Minority Business	Total SWAM Payments	STATEMENT OF WORK
	PAID THIS MONTH	PAID THIS MONTH	PAID THIS MONTH	PAID THIS MONTH	
	Subcontract Amount	Subcontract Amount	Subcontract Amount	Subcontract Amount	
ABC Company, Inc. 1000 Maple Street *(804) 222-1234/ fax 222-2345 Ourville, Va. 23668* *Swam No. U98765*					

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points